

STATE OF INDIANA ) IN THE MARION SUPERIOR COURT  
 ) SS:  
COUNTY OF MARION ) CAUSE NO. 49D05-0510-PL-039135

STATE OF INDIANA, )

Plaintiff, )

v. )

JERRY A. HOSTETLER, )  
Individually and doing business as )  
JERRY HOSTETLER DESIGNING )  
BUILDING & REMODELING, INC., and )  
CREATIVE CONSTRUCTION CONCEPTS, INC., )

CREATIVE CONSTRUCTION CONCEPTS, INC., and )

JERRY HOSTETLER DESIGNING )  
BUILDING & REMODELING, INC. )

Defendants. )

**FILED**

12

APR 24 2006

*Doris L. Hostetler*  
CLERK OF THE  
MARION CIRCUIT COURT

**DEFAULT JUDGMENT AGAINST**  
**THE REMAINING DEFENDANT, JERRY A. HOSTETLER**

The Plaintiff, State of Indiana, having filed its Motion for Default Judgment and the Court having read the same and being duly advised in the premises, now finds:

1. The Court has subject matter jurisdiction and personal jurisdiction over the Defendant, Jerry A. Hostetler.
2. The Defendant, Jerry A. Hostetler, was served with notice of these proceedings and a copy of the Complaint for Injunction, Restitution, Costs, and Civil Penalties.
3. The Defendant, Jerry A. Hostetler, has failed to appear, plead, or otherwise respond to the Complaint.
4. The Defendant is not an infant, incompetent, or in military service.

5. Pursuant to 11 U.S.C. § 523(a)(7), the State of Indiana is not stayed from pursuing this action and obtaining a judgment against the Defendant.

**THEREFORE, IT IS ORDERED, ADJUDGED AND DECREED** that the Motion for Default Judgment is **GRANTED** in favor of the Plaintiff, State of Indiana, and against the Defendant, Jerry A. Hostetler, and the Defendant, his agents, representatives, employees, successors and assigns are permanently enjoined from engaging in the following conduct in violation of Ind. Code § 24-5-11-1, *et seq.* and Ind. Code § 24-5-0.5-1, *et seq.*:

1. In the course of entering into home improvement transactions, failing to provide to the consumer a completed home improvement contract which includes at a minimum the following:
  - a. The name of the consumer and the address of the residential property that is the subject of the home improvement;
  - b. The name and address of the Defendant and each of the telephone numbers and names of any agent to whom consumer problems and inquiries can be directed;
  - c. The date the home improvement contract was submitted to the consumer and any time limitation on the consumer's acceptance of the home improvement contract;
  - d. A reasonably detailed description of the proposed home improvements;
  - e. If the description required by Ind. Code §24-5-11-10(a)(4) does not include the specifications for the home improvement, a statement that

the specifications will be provided to the consumer before commencing any work and that the home improvement contract is subject to the consumer's separate written and dated approval of the specifications;

- f. The approximate starting and completion date of the home improvements;
  - g. A statement of any contingencies that would materially change the approximate completion date;
  - h. The home improvement contract price; and
  - i. Signature lines for the Defendant or the Defendant's agent and for each consumer who is to be a party to the home improvement contract with a legible printed or typed version of that person's name placed directly after or below the signature;
- 2. In the course of entering into home improvement transactions, failing to agree unequivocally by written signature to all of the terms of a home improvement contract before the consumer signs the home improvement contract and before the consumer can be required to make any down payment;
  - 3. In the course of entering into home improvement transactions, failing to provide a completed home improvement contract to the consumer before it is signed by the consumer;
  - 4. Representing, expressly or by implication, the Defendant is able to deliver or complete the subject of a consumer transaction within a reasonable

period of time, when the Defendant knows or should reasonably know he cannot; and

5. Representing, expressly or by implication, the subject of a consumer transaction has sponsorship, approval, performance, characteristics, accessories, uses, or benefits it does not have, which the Defendant knows or should reasonably know it does not have.

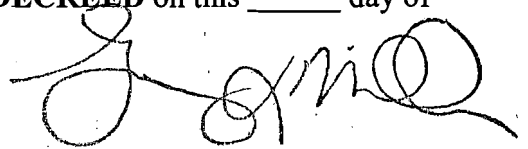
**IT IS FURTHER ORDERED, ADJUDGED AND DECREED** by the Court that judgment is granted in favor of the Plaintiff, State of Indiana, and against the Defendant, Jerry A. Hostetler, as follows:

1. The Defendant shall pay civil penalties, pursuant to Ind. Code § 24-5-0.5-4(g), for the Defendant's knowing violations of the Deceptive Consumer Sales Act, in the amount of Thirty Thousand Dollars (\$30,000.00), payable to the State of Indiana; and
2. The Defendant shall pay civil penalties pursuant to Ind. Code § 24-5-0.5-8 for the Defendant's intentional violations of the Deceptive Consumer Sales Act, in the amount of Three Thousand Dollars (\$3,000.00), payable to the State of Indiana.

**A total monetary judgment in the amount of Thirty-Three Thousand Dollars (\$33,000.00) shall therefore be entered in favor of the Plaintiff, State of Indiana, and against the Defendant, Jerry A. Hostetler.**

**ALL ORDERED, ADJUDGED AND DECREED** on this \_\_\_\_\_ day of

APR 24 2006, 2006.



Judge, Marion Superior Court

DISTRIBUTION:

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